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14 **UNITED STATES DISTRICT COURT**

15 **CENTRAL DISTRICT OF CALIFORNIA**

16 JOSE LUIS CAMPOS, as an individual
17 and on behalf of all others similarly
situated,

18 Plaintiff,

19 v.

20 TRICOLOR HOLDINGS, LLC, a
21 Delaware limited liability company;
22 TRICOLOR CALIFORNIA AUTO
GROUP, LLC d.b.a. GANAS AUTO, a
23 Delaware limited liability company;
24 and DOES 1 through 100, inclusive,
Defendants.

Case No. 2:25-cv-05410-SB-RAO

*[Assigned to the Honorable Stanley
Blumenfeld, Jr.]*

**JOINT STIPULATION AND
[PROPOSED] ORDER TO
DISMISS CLASS ACTION
CLAIMS WITHOUT
PREJUDICE AND STAY ALL
CIVIL PROCEEDINGS
PENDING ARBITRATION**

Original Complaint: March 19, 2025
Answer: June 12, 2025
Removal: June 13, 2025
Trial (Proposed): January 4, 2027

1 Plaintiff JOSE LUIS CAMPOS, as an individual, and on behalf of all others
2 similarly situated/in his representative capacity, and Defendant TRICOLOR
3 HOLDINGS, LLC and Defendant TRICOLOR CALIFORNIA AUTO GROUP,
4 LLC d.b.a. GANAS AUTO (hereinafter referred to collectively as “Defendants”) by
5 and through their counsel of record (hereinafter collectively “the Parties”) hereby
6 submit this Stipulation to Dismiss Class Action Claims Without Prejudice and Stay
7 All Civil Proceedings Pending Arbitration:

8 WHEREAS, on March 19, 2025, Plaintiff filed a Class Action Complaint
9 against Tricolor and various Doe defendants in Los Angeles County Superior Court:
10 *Jose Luis Campos, as an individual and on behalf of all others similarly situated, v.*
11 *Tricolor Holdings, LLC., a Delaware limited liability company; Tricolor California*
12 *Auto Group, LLC d.b.a Ganas Auto, a Delaware limited liability company; and*
13 *DOES 1 through 100, inclusive, Case No. 25STCV07938* (hereinafter, the
14 “Complaint”);

15 WHEREAS, on May 27, 2025, Plaintiff filed a First Amended Class and
16 Representative Action Complaint (hereinafter, the “FAC”);

17 WHEREAS, the FAC filed in the State Court Action alleges the following
18 causes of action: (1) failure to pay all overtime wages (Cal. Lab. Code §§ 204, 510,
19 1194, and 1109); (2) minimum wage violations (Cal. Lab. Code §§ 1182.12, 1194,
20 1194.2, and 1197); (3) meal period violations (Cal. Lab. Code §§ 226.7, 512, and
21 558); (4) rest period violations (Cal. Lab. Code §§ 226.7, 516, and 558); (5) wage
22 statement violations (Cal. Lab. Code §§ 226, *et seq.*); (6) waiting time penalties (Cal.
23 Lab. Code §§ 201-203); (7) failure to reimburse employees for necessary business
24 expenditures (Cal. Lab. Code §§ 2802 and 2804), (8) unfair competition (Cal. Bus.
25 & Prof. Code §§ 17200, *et seq.*); (9) breach of contract (Cal. Code of Civ. Proc. §
26 337); and (10) civil penalties under the Private Attorneys General Act (“PAGA”)
27 (Cal. Lab. Code. § 2698 *et seq.* Additionally, Plaintiff seeks attorneys’ fees and
28 various other penalties under the California Labor Code;

1 WHEREAS, Defendants removed this case to the United States District Court
2 for the Central District of California on June 13, 2025;

3 WHEREAS, Plaintiff has not challenged the Central District's jurisdiction
4 over this matter to date, however, Plaintiff reserves all rights to challenge this Court's
5 jurisdiction as Defendants' sole basis for removal of this Action to this Court was
6 pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d), and the class claims
7 are now being dismissed without prejudice;

8 WHEREAS, Plaintiff entered a binding individual arbitration agreement at the
9 outset of his employment with Defendants;

10 WHEREAS, pursuant to the binding Arbitration Agreement entered into by
11 Plaintiff at the outset of his employment, the Parties agree that Plaintiff's class claims
12 shall be dismissed in their entirety without prejudice and that his individual claims,
13 including his individual PAGA claim, shall proceed in final and binding arbitration;

14 WHEREAS, after meeting and conferring, the Parties have agreed to stay the
15 representative PAGA claims in this Court, pending completion and/or resolution of
16 arbitration.

17 NOW THEREFORE, the Parties Stipulate and agree as follows:

- 18 1. Plaintiff's class claims are dismissed in their entirety without prejudice;
19 2. Plaintiff's individual PAGA claim (and any and all individual claims)
20 will be submitted to final and binding arbitration pursuant to the Parties' arbitration
21 agreement;

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Attestation of Signatures

I, Carter L. Norfleet, hereby attest that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

Dated: July 30, 2025

By: /s/ Carter L. Norfleet

CARTER L. NORFLEET
K&L GATES LLP
Attorneys for Defendants